

**Agreement Between
(Contractor)
And
Central Connecticut State University**

Whereas Central Connecticut State University desires to have a bookstore operated by an outside contractor and

Whereas TBD has expressed a willingness to do so for Central Connecticut State University (RFP#TBD)

Now therefore the parties agree as follows:

A. PREAMBLE

1. The Contractor shall operate a bookstore (the "Bookstore") at Central Connecticut State University (CCSU) on the terms and subject to the conditions set forth herein. The Contractor shall provide a full service, high quality, and cost effective management for the Bookstore to service the needs of the University's students, faculty, staff and guests.
2. The Bookstore is located in CCSU's Student Center.
3. The Contractor shall operate the Bookstore in a manner that will complement and enhance campus academic and student life programs. The University seeks to develop innovative solutions which will articulate the University's mission regarding teaching, research, and public service, on the one hand, and improve and promote the campus on the other.
4. The Contractor shall provide the University's students with cost effective, high value textbook services. The Contractor shall promote initiatives, such as a used textbook program, developed in cooperation with the University, with the goal of providing significant savings and customer satisfaction to the students and faculty of the University. Additionally, the Contractor shall serve the needs of the students and faculty through the development of innovative Internet and other technology services.
5. The Contractor shall offer a full line of goods required to support the course offerings of the University. The Contractor shall provide for sale a full line of textbooks and support materials identified by faculty as necessary for the presentation of courses. It shall be the responsibility of the Contractor to obtain from each faculty member, each semester (Fall, Spring, Summer and Intersession), a list of textbooks and other books or materials the faculty member wishes to use in their course(s). The Contractor shall develop a procedure to be followed by faculty members to accomplish this task.
6. The Contractor shall operate a fully functional bookstore that will sell not only textbooks, but also trade books, e-books, stationary, university imprinted clothing, clothing, school supplies, health and beauty aid items, sundries and snacks. Other items usually sold in University Bookstores may be sold as well, in addition to other items mutually agreed

upon by the University and the awarded contractor. The sale of alcohol and tobacco products, however, is entirely prohibited.

7. The Contractor shall provide a CCSU branded web site through which sales are made to the CCSU community and others. All sales (textbooks, other books, supplies, etc) through this web site must be recorded as sales under this contract and eligible for commission. The Contractor's website shall be integrated with CCSU's registration site allowing students to see and purchase their book at the time of course registration.
8. The Contractor shall provide electronic textbooks and other related books where available for purchase and/ or rental, and download.
9. The Contractor shall be responsible for obtaining, at its expense, all required permits, licenses, fees, and bonding to comply with pertinent Board of Trustees and University policies and with all applicable municipal, state and federal statutes and regulations, and shall assume liability for payment of all applicable taxes including, but not restricted to, sales and property taxes.
10. During the fall and spring semesters, the Bookstore shall be open for business during normal business hours, in accordance with the following schedule:

Regular Hours (follows academic calendar)

Mondays - Thursdays 9am - 7pm

Fridays 9am - 8pm

Saturdays - 9am-3pm

Sundays closed

Summer Hours

Mondays - Thursdays 9am - 4pm

Fridays 9am -1pm

Saturdays and Sundays closed

The Contractor agrees that, at the request of the University, it shall adjust its mutually agreed upon normal business hours for events such as Admissions Open House, the administration of University placement tests, Homecoming Weekend, Student Orientation, peak periods of enrollment, special campus events and/or major sporting events. The Contractor and the University shall mutually determine the hours during which the Bookstore will be open for business during any such event.

11. Booklist: In the course of providing the services contracted for in this contract, Contractor collects certain information from the faculty on its Course Book Information forms. Contractor also creates a computer database containing, among other things, course book information. The information collected and the database created are Contractor's proprietary information, created at substantial cost and expense to Contractor and used in connection with its business, the retail sale of textbooks.

12. Book Orders and Deadlines: Contractor shall fill orders for books and required supply items from term to term in accordance with textbook and supply adoptions (i.e., orders) submitted by the faculty. The Bookstore manager shall be given notice by the faculty or authorized department designees of the textbook and supply adoptions for all courses offered as follows:
 - (a) On or before October 1 for the spring semester;
 - (b) On or before March 1 for the summer sessions; and
 - (c) On or before April 1 for the fall semester.
13. Departmental Charge Sales: The Contractor shall only accept University P-Cards for CCSU departmental sales.

B. PERFORMANCE BOND

1. The Contractor shall furnish a performance bond in the amount of \$175,000.00, made payable to Central Connecticut State University. The bond shall have as surety thereto such company or companies authorized to do business in Connecticut, as are listed in the most recent United States Department of the Treasury circular #570.
2. The performance bond shall be in effect for the entire contract period, but may be renewed annually on the anniversary of the agreement date.
3. The performance bond shall provide that, in the event of non-renewal, the University and the Contractor shall be notified in writing by the issuer a minimum of sixty (60) days prior to the anniversary of the effective date of the contract. In the event of a non-renewal, the Contractor shall provide the University with evidence of the new source of surety within twenty-one (21) calendar days after the University's receipt of the non-renewal notice.
4. Failure to maintain the required surety or failure to provide the bond within the twenty-one (21) day notification period may result in contract termination, in the discretion of the University.

C. INDEMNIFICATION AND INSURANCE

1. The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any records, any intellectual property rights, other proprietary rights of any

person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

2. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
3. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
4. The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.
5. The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the University prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the University. The University shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the University or the State is contributorily negligent.
6. This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

D. TERM OF THE AGREEMENT

1. This Contract shall become effective from July 1, 2017 and shall continue in effect until June 30, 2022 unless terminated earlier in accordance with the terms of Section 7 below. This Contract may be extended for one (1) additional five (5) year extensions, or parts thereof by a written contract amendment signed by the parties hereto and approved by the OAG when applicable.

E. CONTRACT TERMINATION FOR CAUSE

1. Notwithstanding any provisions in this contract, the University, through a duly authorized employee, may terminate the contract whenever the University makes a written determination that such termination is in the best interests of the State. The University shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.

2. Notwithstanding any provisions in this contract, the University, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision. A breach of this agreement may arise from occurrences including, but not limited to: failure to maintain insurance coverage as required by this agreement, failure to provide required periodic statements when due, failure to pay periodic commission or guarantee payments when due or failure to provide service of satisfactory quality to the University. Failure to provide service of satisfactory quality may include, but shall not be limited to, any cessation or diminution of service including, but not limited to, failure to maintain adequate personnel (whether arising from labor disputes, or otherwise), any substantial change in ownership or proprietorship of the Contractor which in the opinion of the University is not in its best interest, or failure to comply with the terms of this agreement.
 - (i) Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party, by providing Notice to Cure, and afford the breaching party an opportunity to reply to the Notice of Cure within ten (10) calendar days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the University sets forth in the notice shall trump the ten (10) days.
 - a. If the Contractor and the University reach an agreed upon solution, the Contractor shall then have thirty (30) calendar days after such remedy is reached to cure the noncompliance cited in the Notice to Cure. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period.
 - b. If a mutually agreed upon solution cannot be reached within ten (10) calendar days after receipt of Notice to Cure by the Contractor, the University reserves the right to terminate the Contract.
 - c. If the mutually agreed upon solution is not implemented within thirty (30) calendar days from the date of remedy, the University reserves the right to terminate the Contract. Or if the noncompliance recurs the university reserves the right to terminate the Contract without providing a Notice to Cure.
 - d, If the University believes that the Contractor has not performed according to the contract, the University may withhold payment in whole or in part pending resolution of the performance issue, provided that the University notifies the Contractor in writing prior to the date that the payment would have been due.
3. The University shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the University for purposes of correspondence, or by hand delivery. Upon

receiving the notice from the University, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all University all records. The records are deemed to be the property of the University and the Contractor shall deliver them to the University no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the University for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

4. Upon receipt of a written notice of termination from the University, the Contractor shall cease operations as the University directs in the notice, and take all actions that are necessary or appropriate, or that the University may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the University directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
5. The University shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the University in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the University is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the University, the Contractor shall assign to the University, or any replacement Contractor which the University designates, all subcontracts, purchase orders and other commitments, deliver to the University all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the University may request.
6. For breach or violation of any of the provisions in the section concerning representations and warranties, the University may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
7. Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
8. Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the University.

9. Should the University breach any term or provision of this agreement, the Contractor shall serve written notice on the University setting forth the alleged breach and demanding correction thereof. Unless within ten (10) calendar days after receiving such notice, the allegation of breach shall be contested by the University or such breach shall cease and arrangements made for correction, the Contractor may terminate the agreement by giving sixty (60) days' notice, in writing, by registered or certified mail of its intention to terminate this agreement.
10. Should the Contractor terminate the agreement for any reason other than breach of the agreement by the University, the performance bond shall be forfeited to the University as liquidated damages.

E. TERMINATION FOR CONVENIENCE

1. Termination by the University: Except as provided in Section 1.17 and subject to the section intended to survive termination or expiration of this Agreement and subject to the parties' payment obligations, this Agreement may be terminated by the University without cause or penalty at any time upon sixty (60) days written notice, sent to the Contractor by registered or certified mail. The resultant Contract shall remain in full force and effect for the entire term of the Contract period unless cancelled by the University, by providing the Contractor at least sixty (60) calendar day's written notice of such intention. If the University elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.
2. Termination by the Contractor: Subject to those sections intended to survive termination or expiration of this Agreement and subject to the parties' payment obligations, this Agreement may be terminated by the Contractor under the following conditions.

Notice must be received on or before	For a cancellation effective date of the following
December 31 st	June 30
July 1	December 31 st

Nothing in this section shall affect the parties' obligations and responsibilities, under this Agreement, during the period after notice is given. If the Contractor elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the University by certified mail, return receipt requested. Termination shall be effective as of the close of business on either June 30th or December 31st, depending on the date of receipt of the notice.

F. EXCUSED PERFORMANCE

1. If because of riots, war, public emergency or calamity, fire, flood, earthquake, act of God, government restriction, labor disturbance or strike, business operations at the University

are interrupted or stopped, performance of this agreement, with the exception of moneys already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of this agreement may be extended for a period of time equal to the time that such default in performance is excused.

G. UTILITIES, FIXTURES and ALTERATIONS

1. The University shall provide utilities (electrical, water, telecommunications and data outlets) to the University Bookstore; however, the awarded contractor must provide all the equipment, software and supplies necessary to connect to these utilities.
2. The Contractor shall supply the necessary merchandising fixtures for the operation of the Bookstore upon commencement of this agreement. The Contractor shall provide regular preventative maintenance for all bookstore operational equipment and fixtures in the Bookstore, and replace any bookstore operational equipment, contractor owned computer systems, or merchandising fixtures that require replacement. Provision and maintenance of cash registers are the responsibility of the Contractor, and all transactions shall be recorded on such registers.
3. The Contractor shall also provide fittings such as display racks for clothing, supplies, sundries, newspapers, magazines, etc., as well as refrigeration units for various items. Any existing University owned fixtures may be used in the event they are deemed adequate upon inspection by the University and the awarded contractor.
4. The Contractor shall also furnish, decorate and generally outfit the Bookstore in such a manner as to present a high-quality retail operation dedicated to providing university bookstore operations.
5. The Contractor may make such alterations and facility changes to the Bookstore that the Contractor believes are essential to its mode of operation. Such alterations or facility changes shall only be made with the prior written approval of the University, which approval shall not be unreasonably withheld, and shall be in compliance with all applicable statutes, codes codes - including the Office of the State Building Inspector, ordinances, CCSU Office of Facilities Management's rules and regulations. Such alterations or facility changes shall be made at the sole expense of the Contractor.
6. The University or the University's contracted cleaning vendor shall sweep and damp mop all VCT areas and vacuum carpeted areas daily Monday thru Friday (excluding holidays). The University or the University's contracted cleaning vendor shall also strip and wax the VCT areas of the Bookstore a minimum of once per calendar year. The Contractor shall be responsible, at its sole expense, for providing the remainder of the general custodial services, including but not limited to cleaning windows, all trash removal, dusting and general light cleaning.

H. PRICING AND METHOD OF PAYMENT

1. The University requires the following pricing structure concerning the Bookstore operational policies:

- (a) The cost of new, required hard and soft cover textbooks and trade books shall not exceed the suggested list price of the publisher.
- (b) Used books, in good condition, shall be available at no more than 75% of the current selling price.
- (c) Course packs and non-returnable textbooks may be priced at an agreed upon gross margin. The Contractor must clearly communicate to the purchaser that such material is restrictive and non-returnable.
- (d) In order to support the computer services area of the University, the Contractor shall provide for sale relevant software, study aids and related materials involving computing activity by students, faculty and staff at a discounted competitive price.
- (e) Bestsellers, paperbacks, and other such book materials shall be sold at or below publisher's list price.
- (f) General school supplies and other sundries shall be priced to be competitive with other retailers in the local area.
- (g) The Contractor agrees to place special orders for books requested by faculty, students or staff. Appropriate deposit requirements as a protection to the store are authorized.
- (h) The Contractor shall accept all major credit cards, debit cards (including the university debit card), cash, and personal checks with proper identification.
- (i) The Contractor shall provide their own network connection, network equipment, and processing devices to support credit and debit card transactions. The Contractor may use the University's infrastructure to build their PCI compliant network. The University will assist in establishing the Contractor's network by providing access to data closets and network drop locations. The Contractor shall also be responsible for contracting with an internet service provider in order to facilitate the transmission of credit card transactions from the awarded contractor's point of sale to the awarded contractor's credit card processor. The awarded contractor shall be responsible for the cost of any equipment and reoccurring charges associated with the internet service.

FURTHER PRICING SUBJECT TO RFP RESPONSES

I. REFUNDS/EXCHANGES

- 1. The Contractor shall refund or exchange, without penalty, any textbooks in their original condition within seven (7) days of the first day of the fall or spring semester, provided that the student presents a valid receipt. Full refunds in the original form of payment shall also be made by the Contractor within two (2) days of the first day of any part-semester

- course for which the text was purchased, provided that the student presents a valid receipt. If a student presents a drop slip, any associated refund may be provided on a sliding scale provided the book is in original condition and the student presents a valid receipt. Such sales and refund policies, including the sliding scale, shall be conspicuously posted in the Bookstore by the Contractor.
2. Refunds for general merchandise and trade books shall be issued by the Contractor in the original form of payment any time during the semester if the merchandise and/or books are returned in their original condition and with a valid receipt.

J. BUYBACK

1. The Contractor shall develop and maintain a book repurchase (buyback) system that will allow for the buyback purchase of hard and soft cover texts that are in good, resalable condition. Excluded from the book buyback system shall be all workbooks and study guides used specifically with the intention of marking up and/or removing pages therefrom, as well as packaged systems the subsequent purchase of which would violate the publisher's granted license (the restrictive and non-returnable materials shall be clearly identified by the Contractor to the buyer upon purchase).
2. When the Contractor has been notified that a book will be used at the University for the following semester or session, the awarded contractor shall offer to purchase the book for not less than fifty percent (50%) of the book's selling price, provided the book is in good condition. In the absence of such notification, or if the book will not be used for the following semester or session at any of the Connecticut State University locations, or is to be replaced shortly by a revised edition according to the announcement of the publisher, the awarded contractor will offer to repurchase the book at the price listed for same, in good condition, in the current issue of Textbook Buying Guides.
3. Custom Buyback-Contractor to work closely with MBS Textbook Exchange, Inc., to review each school's course and book information and identify those books which are not used nationally, but may be used on a few campuses across the country. By identifying where these books have been used, Contractor can pay cash back to students on that campus.
4. The Contractor shall offer to repurchase pocket-sized or pre-priced paperbacks at up to 25% of the selling price.

K. CAMPUS DEBIT CARD SYSTEM

1. The Contractor shall provide all equipment (i.e. cash registers), software, and supplies necessary to facilitate register sales through the University's campus one-card system and shall be responsible for the repair and maintenance of such equipment. In addition, the Contractor shall purchase any required interface software necessary for connection to the debit card system.
2. The University currently uses Odyssey PCS (Version 7.6.3729) as its campus debit card system. The CBORD Group, Inc. located at 61 Brown Rd., Ithaca, NY 14850

(www.cbord.com), developed the Odyssey system application. All sales through the University's debit card system (aka Blue Chip card) will be determined through the Odyssey system, NOT through the University's network. The Contractor shall provide at their own expense an IP based interface for the Odyssey system. The Contractor shall additionally be responsible for reimbursing the University for the Annual License and Maintenance Fee related to the Odyssey system. All debit card sales shall be reported by the University Card Office to the Contractor and paid to the Contractor on a monthly basis.

L. PERSONNEL EMPLOYMENT PRACTICES AND STAFFING

1. The Contractor shall, during designated business hours, maintain on duty for the University an adequate staff of employees for efficient operation of the Bookstore. The Contractor shall provide expert administrative, purchasing, equipment consulting, and supervisory personnel.
2. The Contractor shall, furnish a supervisor or employee who will be available on-call, so that the University is assured of 24-hour service as required or needed.
3. The Contractor shall appoint headquarters management staff, identified to the University by name, to routinely review and inspect Bookstore operations, fill vacancies when necessary, consult with the University on current and future Bookstore programs, and to act with full authority on the Contractor's behalf in any and all matters pertaining to the performance of the Contractor's obligations hereunder.
4. Personnel relations of employees on the Contractor's payroll shall be the Contractor's responsibility. The Contractor shall comply with all applicable statutes and government regulations related to the employment, compensation, and payment of its personnel. The Contractor shall also provide training and development programs for its employees at all levels of the organization.
5. The Contractor shall employ as many CCSU students as feasible in the Bookstore to fill short and long term part-time employment needs.
6. The Contractor shall conduct regularly scheduled employee training regarding such subjects as are deemed necessary and appropriate by the Contractor. The Contractor shall be solely responsible for the expense of such training meetings.
7. The Contractor shall instruct its employees that they must observe all applicable University policies and shall advise its employees that failure to do so may result in dismissal. The University reserves the right to approve any vendor personnel assigned to the campus.
8. Employee identification (i.e. name badges) shall be provided by the Contractor. All employees of the Contractor shall display such identification while on duty at the University.

9. The Contractor shall control the conduct, demeanor and appearance of its employees and agents.
10. All employees on the awarded contractor's payroll shall be the awarded contractor's responsibility. The awarded contractor shall comply with all applicable federal and State of Connecticut governmental regulations related to non-discrimination, employment, compensation, and payment of personnel practices.
11. All employees on the awarded contractor's payroll shall be subject to the University's Employee Standards of Conduct.

M. SECURITY

1. The University Card Office shall be responsible for the issuance Blue Chip Vendor ID/ Access cards in accordance with University Policy. The access and security granted to each Blue Chip Vendor ID/Access shall be at the discretion of the University in accordance with its Access and Security policies subject to the periodic review of the University. The Contractor shall be responsible for safekeeping of their Blue Chip Vendor ID/ Access. Any lost/stolen Vendor ID/ Access cards must be reported immediately to the CCSU Police Department at 860.832.2375 or at bluechip.ccsu.edu. The Contractor must notify the Manager of Contract Compliance and Procurement Services or designee immediately when a Contractor's employee leaves the contractor's employment so access can be terminated appropriately. The Contractor will be responsible for the cost to replace any lost or stolen Blue Chip Vendor Access/ID cards in accordance with University policy. The Contractor shall also be responsible for the security of those areas that are used by its employees and agents. The Contractor shall immediately report to University police any trespass or break-in to areas of the University campus utilized by the Contractor and for reporting all the facts known to it relating to losses incurred as a result of such trespass or break-in.
2. The Contractor shall purchase locks and other security devices not provided by the University that may be required by the Contractor to further secure products or property maintained by it within the Bookstore. Contractor may not purchase any lock devices for building or bookstore entrance, exit or any other external bookstore or building access points.
3. The University shall have immediate access to all secured areas for the purpose of emergency and security reasons.
4. The University shall provide the Contractor with campus security services including night patrol, door checks, security consulting, and call response. Security services provided by the University shall not include armored car service.

N. EQUIPMENT & FACILITIES MAINTENANCE, REPLACEMENT & SANITATION

1. The Bookstore premises, equipment, supplies and facilities shall be maintained for the life of this Contract in conditions satisfactory to the University and in compliance with all

university, state and local related health and sanitation codes. Thus, the Contractor shall adhere to the highest standards of cleanliness and sanitary practices.

2. The Connecticut Department of Public Health, the New Britain Health Department, and the University's Chief Administrative Officer (or designee), the CCSU Police Department and environmental health personnel shall have complete cooperation and access to all service, production and storage areas for inspection purposes. The Contractor shall implement corrective operating measures required as a result of these inspections and reports within a ten-day notification from the University.
3. The Contractor shall remove all waste packaging, including, but not limited to, master cartons and boxes, from service and storage areas of the Bookstore to dumpsters provided by the University.
4. The Contractor shall provide refuse waste containers, including waste container liners, in sufficient quantity to maintain sanitary standards for trash disposal. The Contractor shall also comply with University and state policies related to recycling of waste materials.
5. The University shall be responsible for the costs of insect and pest control in all retail and storage areas of the Bookstore. The Contractor shall maintain maximum insect and pest control for the products and equipment of the Bookstore.
6. All material, equipment and supplies utilized by the Contractor shall comply fully with all applicable safety requirements set forth in state and federal statutes and regulations, the rules of the Industrial Commission on Safety, and all applicable OSHA standards.
7. The University shall assume financial responsibility for the following:
 - (a) All repairs to and maintenance of the Student Center building, including that portion of the building to be utilized by the Contractor for operation of the Bookstore; and
 - (b) Snow removal.

O. TELEPHONE SERVICES, DATA CONNECTION, and TECHNOLOGY

1. The University shall provide the Contractor with telephone equipment and services. Such services include initial installation of the telephone units, campus and extended local service calling coverage, voicemail services and telephone lines necessary to connect alarms, faxes and modems. The University, as owner of the telephone service, will bill the Contractor monthly at current University rates for the equipment, line, toll, circuit and other miscellaneous costs. If during the life of the agreement, the Contractor requests additional or replacement telephone sets, telephone lines, or associated services, charges will be billed in accordance with University departmental rates.
2. The University shall also provide, upon the contractor's request, data access connections to the University's network and internet. The University shall also provide physical access

and connections to the contractor's private network. The Contractor shall provide Bookstore personnel with personal computers as necessary, including all the cables, network cards and software required to connect each personal computer to the University's data network and/or the contractor's private network.

3. The University will provide six (6) e-mail accounts for use by Bookstore staff for communication with students, faculty and staff. The University will allow use of faculty, staff and student list servers by the Bookstore manager for dissemination of announcements of benefit to the campus community. Use of faculty, staff and student distribution lists associated with the campus e-mail system shall be subject to the approval of the Manager of Contract Compliance and Procurement Services.
4. The Contractor shall provide a CCSU branded web site through which sales are made to the CCSU community and others. All sales (textbooks, other books, supplies, etc.) through this web site must be recorded as sales under this contract and eligible for commission. The Contractor's website shall be integrated with CCSU's registration site allowing students to see and purchase their book at the time of course registration.
5. The University will take into consideration technology requests made by the contractor during the life of this contract, and negotiate in good faith the distribution of costs associated with such projects.

P. COMMISSIONS, ACCOUNTING AND PAYMENTS

1. The University's fiscal reporting period is July 1st through June 30th. The Contractor's statements of sales made and commissions paid shall be prepared in accordance therewith.
2. The University shall receive all commission payments on a monthly basis. The University shall receive all commission payments by the 25th day of the month following the month during which they were generated. The final payment for the contract year will be equal to the greater of the guaranteed amount or the applicable percentage and paid within thirty (30) days after the close of the contract year.
3. The Contractor shall maintain complete and accurate sales transactions for each sale in accordance with accepted industry accounting practices, and shall maintain and keep secure all financial records and statements pertaining to Bookstore operations for a period of three (3) years from the close of each year's operation (the "year" being the Contractor's fiscal year) or until audited by the University, whichever occurs first. The University's representative or selected auditors may annually, or more often if deemed necessary, examine all financial and operational aspects of the Bookstore operation. Periodic reviews, conducted jointly by representatives of the University and the Contractor, shall be made to ensure that commission and guarantee payments, pricing structure and other phases of the operation are conducted in the most efficient and financially sound manner.

4. The Contractor shall submit to the University periodic statements that conform, to the greatest extent possible, to the format of statements submitted by the Contractor to other universities of the Connecticut State University System at which it conducts business.
5. All period commission statements and payments shall be sent to the Chief Financial Officer or his/her designee. Bookstore commissions and guarantee payments not received by the University on the 25th day following the last day of the period in which it was earned shall be paid by the Contractor plus a minimum interest penalty on the commissions due at the prevailing interest percentage and conditions the State of Connecticut uses for delinquent income tax.
6. On an annualized basis, the Contractor shall pay to the University the following annual guarantee or percentage of gross sales, whichever is greater, from the University Bookstore Operations:

Guarantee: \$TBD annually or;

Commission Percentage: TBD% of all gross sales* to \$TBD; and
TBD% of all gross sales*over \$TBD.

*Gross sales is defined as all collected sales less voids, refunds, sales tax, contractually discounted sales, debit card fees, and pass-through income, such as stamps, bus passes and items with little or no margin sold as a service.

7. FURTHER FINANCIAL CONSIDERATIONS PENDING RFP PROPOSALS
8. Upon the expiration or earlier termination of this agreement, commissions due the University shall be paid on sales until such time as all merchandise has been removed from the Bookstore premises, and the removal date shall be indicated by the Contractor on the last periodic statement submitted to the University.
9. Should the University exercise its right to terminate this agreement, the University shall repurchase (or require a new contractor, as a condition of its contract, to repurchase) the Bookstore inventory existing at that time under mutually agreed upon terms and conditions.

Q. GENERAL TERMS AND CONDITIONS

1. Statutory Authority. Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b provide the Institution with authority to enter into contracts in the pursuit of its mission.
2. Claims Against the State. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the Institution arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal

proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

3. Sovereign Immunity. The parties acknowledge and agree that nothing in this contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this contract. To the extent that this section conflicts with any other section, this section shall govern.
4. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
5. Contract Assignment: No right or duty, in whole or in part, of the contractor under this Agreement may be assigned or delegated without the prior written consent of the University, except that the contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign this Agreement to any affiliate or wholly-owned subsidiary of the contractor.
6. Nondiscrimination.
 - a. For purposes of this Section, the following terms are defined as follows:
 - (i) "Commission" means the Commission on Human Rights and Opportunities;
 - (ii) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence

- that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - (vii) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 - (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
 - (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in C.G.S. § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- b. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their

race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut

to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
 - g. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
 - h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
7. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to

Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Institution or DAS shall provide a copy of these orders to the Contractor.

8. Campaign Contribution Restrictions. For all state contracts as defined in Connecticut General Statutes § 9-612(g)(2), as amended by Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the Notice, referenced herein as Exhibit A.
9. Protection of Confidential Information
 - (a) Confidential Information: This shall mean all information related to the business operations, marketing plans, financial position; other business information; any other information disclosed to the Contractor any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Agency classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (b) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Agency, the Contractor, or the State.

- (c) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (d) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (e) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to C.G.S. § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length

of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.

- (f) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (g) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

(h) If applicable, Contractor must comply with the Confidential Information Addendum, incorporated herein as Attachment A.

- 10. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.
- 11. Whistleblower. This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent (20%) of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.
- 12. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the

request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

13. Professional Standards. In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to Institution in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of Institution, such services as Institution requests, provided in the contract.
14. Contractor's Standards of Conduct.
 - (a) In order to insure the orderly and efficient performance of duties and services at the Institution and to protect the health, safety and welfare of all members of Institution's community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement:
 - i. Use or possession of drugs or alcohol;
 - ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
 - iii. Smoking in buildings;
 - iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
 - v. Violation of applicable traffic or public safety regulations or of Institution rules and procedures;
 - vi. Unauthorized use of Institution vehicles, equipment or property;
 - vii. Use of University telephones for personal business;
 - viii. Removal or theft of University property;
 - ix. Unauthorized duplication or possession of University keys;
 - x. Transfer of personal identification card or of parking pass to unauthorized personnel;
 - xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
 - xii. Interference with the work of other employees;
 - xiii. Work attire other than the specified uniform; and
 - xiv. Loud, vulgar behavior or the use of profanity.
 - (b) Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards and 14 (a) above. The Institution may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed above, or in violation of any law or standards adopted by the Institution from time to time, as required, to protect the health, safety and welfare of the Institution's community. Upon request of the Institution, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

15. Family Educational Rights and Privacy Act (FERPA). In all respects, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow the Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.
16. Data Security. Data Security
 - a. The Contractor acknowledges that it may have access to Personal Identifiable Information ("PII"). For purposes of this Agreement PII means an individual's first name or first initial and last name in combination with any one, or more, of the following data: (1) Social Security number; (2) driver's license number or state identification card number; or (3) account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual's financial account. PII does not include publicly available information that is lawfully made available to the general public from federal, state or local government records or widely distributed media.
 - b. Notwithstanding anything herein to the contrary, in the event of a "breach of security" as defined by Sec. 36a-701b of the Connecticut General Statutes, (collectively a "Breach"), involving any PII which the Contractor has received under the terms of this agreement, the Contractor shall indemnify and hold CCSU harmless for all costs related to such Breach, including, but not limited to, complying with all federal and state statutory and regulatory requirements regarding the Breach, investigating the Breach, mitigating any harm caused by such Breach, providing notification to affected individuals, establishing and operating a call center for affected individuals, and providing credit monitoring services to affected individuals, and if appropriate, fines and penalties, arising from such Breach, and all reasonable attorneys' fees associated with such Breach. This Section shall survive termination of this Agreement.
17. Payment Card Industry Data Security Standard. University requires that Contractor shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). Contractor will be required to provide written confirmation of compliance. Contractor acknowledges responsibility for the security of cardholder data as defined within the PCI DSS. Contractor acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document, or as required by the PCI DSS, or as required by applicable law. Similarly, Contractor should be prepared to demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, Contractor shall

provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).

18. Entire Agreement and Amendment. This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Institution. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

R. ACCEPTANCE OF AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

Central Connecticut State University

TBD

By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

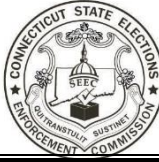
For the Office of the Attorney General:

Signature: _____

Printed Name: _____

Title: _____

Date: _____



NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties - Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties - Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created

by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

Attachment A

AGREED SPECIFICATION OF SERVICES REGARDING THE DUTY TO SAFEGUARD PRIVATE INFORMATION AND CONFIDENTIALITY (Confidentiality Agreement)

These specifications serve to document agreed upon requirements regarding the duty to safeguard data that is or may become available to Contractor in the course of providing services to and/or on behalf of the *University*.

Contractor shall comply with the following requirements unless otherwise directed by law or judicial and/or administrative order or prohibited from complying by law or judicial and/or administrative order:

1. STUDENT DATA

In the course of performing work for or on behalf of the *University*, Contractor may have access to data associated with prospective and/or enrolled students. Such information may be subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq. and the regulations promulgated thereunder at 34 C.F.R. Part 99. Regardless of format or medium (e.g., electronic, paper, audio, video), such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Agreement to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under the terms of this Agreement.

Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all *University* data received from, or on behalf of the *University*. These measures shall be extended by contract between Contractor and all subcontractors used by Contractor who may encounter *University* data. In the event any person(s) seek to access protected and confidential data or information, whether in accordance with FERPA or other federal or relevant state law or regulations, that Contractor will promptly inform the *University* of such request in writing. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the *University*. Contractor shall not provide direct access to such data or information or respond to individual requests. All requests and all data or information retrieved by Contractor in response to such requests shall be provided to the *University*. It shall be the *University's* sole responsibility to respond to requests for data or information received by Contractor regarding *University* data or information. Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall provide immediate notification to the *University* of its receipt of such court order or lawfully issued subpoena and shall promptly provide the *University* with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information.

2. PERSONALLY IDENTIFIABLE DATA NOT OTHERWISE COVERED BY FERPA

a) The data available to Contractor in the course of providing technical support to or on behalf of the *University* shall be considered Confidential Information, unless the *University* indicates otherwise in writing. Such Confidential Information may contain data associated with students, faculty, staff, customers, clients, members of the public, or other individuals affiliated with the [*BOR/College/ University*]. Information related to such individuals may be protected by federal and/or state laws and regulations, and/or established industry standards. In particular, the contents of such data or information stored and maintained by Contractor may be protected by the Health Insurance Portability and Accountability Act ("HIPAA"), Gramm-Leach Bliley Act ("GLBA"), Electronic

Communications Privacy Act (ECPA), federal Red Flags Rule regulations, Federal Trade Commission regulations, Internal Revenue Service regulations and/or other state or federal laws as amended from time to time, and/or by the Payment Card Industry Data Security Standards (PCIDSS), as amended or updated from time to time.

b) Data or information to which Contractor may become privy in conducting its work for or on behalf of the *University* shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under this Agreement.

c) In the event any person(s) seek to access protected and confidential data or information, such access shall be through the *University*, and Contractor shall only retrieve such data or information as identified by the University or as otherwise required by federal and/or state law. Contractor shall not provide direct access to such data or information or respond to individual requests.

d) Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall promptly inform the *University* of its receipt of such court order or lawfully issued subpoena prior to releasing the requested data or information.

3. BREACH OF CONFIDENTIALITY

The parties agree that any breach of the confidentiality obligations set forth in this Agreement may result in cancellation of this Agreement and/or the ability of Contractor to perform work for or on behalf of the *University*.

For purposes of this Agreement, "Unauthorized Access," means unauthorized access to or acquisition of electronic files, media, databases or computerized data containing personal information when access to the personal information has not been secured by encryption or by any other method or technology that renders the personal information unreadable or unusable.

In the event that a security breach occurs, Contractor agrees to the following:

(i) Contractor shall immediately notify *University* in the event Contractor has knowledge that Unauthorized Access to Confidential Information has been, or may have been, obtained, and Contractor shall immediately take such measures as are reasonably necessary, or requested by *University*, to identify the cause, impact and contain such Unauthorized Access (the "Mitigation Measures").

(ii) To the extent the Unauthorized Access was not related to the negligent act or omission of Contractor and its subcontractors and employees and to Contractor's failure to comply with the terms of this Agreement, Contractor shall, by amendment to this Agreement, be compensated for the Mitigation Measures as an additional service.

(iii) To the extent the Unauthorized Access resulted from the negligent acts or omissions, gross negligence and/or willful misconduct of Contractor or its subcontractors or employees, or from Contractor's failure to comply with the terms of this Agreement, Contractor shall, notwithstanding section 1.10, (a) be responsible for the costs of the Mitigation Measures; (b) shall take such actions, and be responsible for the costs therefor, as are necessary to mitigate any damage caused, or that may be caused, by such Unauthorized Access, including, but not limited to, providing identity theft protection for a period of not less than two (2) years to those affected or potentially affected by the Unauthorized Access; and

(c) shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut, from and against all costs , claims, damages, or expenses, including reasonable attorney's fees, arising from such Unauthorized Access.

4. NOTIFICATION

For the purpose of notification to the *University* of an actual or potential security breach, the following individuals, or their successors, should be contacted, by phone or fax, and also in writing:

Central Connecticut State University
Attention: Chief Financial Officer
1615 Stanley Street
New Britain, Connecticut 06050-4010

5. RETURN/DESTRUCTION OF DATA

Upon expiration or termination of the Agreement, Contractor shall return and/or destroy all data or information received from the *University* in a manner as may be determined between the parties in accordance with agreed upon standards and procedures. Contractor shall not retain copies of any data or information received from the *University* once the *University* has directed Contractor as to how such information shall be returned to the *University* and/or destroyed. Furthermore, Contractor shall ensure that it disposes of any and all data or information received from the *University* in the agreed upon manner that the confidentiality of the contents of such records has been maintained. If Contractor destroys the information, Contractor shall provide the *University* with written confirmation of the method and date of destruction of the data.

6. PROTECTION OF CONFIDENTIAL INFORMATION

Contractor agrees that it shall not disclose, provide or otherwise make available proprietary or Confidential Information disclosed to Contractor by the *University* to any person other than authorized employees, and those employees or agents of Contractor whose use of or access to the Confidential Information is necessary in connection with the work being performed by Contractor for or on behalf of the *University*. Contractor further agrees that it shall not use Confidential Information for any purpose other than in the performance of the work being conducted for or on behalf of the *University*. Contractor shall use all commercially reasonable precautions to protect the confidentiality of the Confidential Information, and shall ensure that all employees, agents or contractors of Contractor having access to the Confidential Information understand the commercially reasonable precautions in place, and agree to abide by such precautions.

7. IDENTITY THEFT PREVENTION

In an effort to combat identity theft, the *University* maintains a comprehensive Identity Theft Prevention Program with a goal of protecting the personal information of students, employees, affiliates and customers. In the course of performing its duties under this Agreement and through its work for or on behalf of the *University*, Contractor may collect, access and/or receive personal information pertaining to *University* students, employees, affiliates and customers that can be linked to identifiable individuals (hereinafter "Personal Information"). Such Personal Information is Confidential Information of the *University*. It is the *University's* expectation that Contractor will assist the *University* in its identity theft prevention efforts under the *University's* Identity Theft Prevention Program. Contractor shall collect, access, receive and/or use such Personal Information solely for the purposes of conducting its work for or on behalf of the *University* and otherwise in compliance with any and all applicable federal and/or state laws. Additionally, Contractor shall safeguard such information in compliance with all

applicable federal and state laws, including but not limited to the Fair Credit Transactions Act of 2003 and any regulations promulgated thereunder (e.g., Red Flags Rule regulations), including implementing appropriate policies or procedures for detecting and identifying possible identity theft and similar fraudulent or potentially fraudulent activities, and notify the University of any such suspicious activities. For the purpose of notification to the *University*, upon identification of a potential or actual issue of identity theft, Contractor shall immediately contact:

Central Connecticut State University
Attention: Chief Financial Officer
1615 Stanley Street
New Britain, Connecticut 06050-4010

The provisions of this Confidentiality Agreement shall survive the expiration or earlier termination of the Agreement.